



ANITA M. BOCK
Director

COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Room 205 -- Los Angeles, California 90020
(213) 351-5602

March 12, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE SERVICE AGREEMENT FOR TRAINING, INTERVENTION, EDUCATION
AND SUPPORT (TIES) FOR ADOPTION PREPARATION FOR PLACEMENT
PROGRAM WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (REGENTS)
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the attached Service Agreement with The Regents of the University of California (Regents) for Training, Intervention, Education and Support (TIES) for Adoption Preparation for Placement Program effective the date of Board approval, through February 28, 2003. The maximum contract cost is \$275,000. The FY 2001-02 Adopted Budget includes the cost of the contract, which is financed using State and Federal revenue, as well as \$20,625 in net County cost. Funding for FY 2002-03 is included in the Department's FY 2002-03 budget request. In addition, the Regents shall provide an in-kind match of \$31,184 during the term of this Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is requested to enter into the attached Agreement with the Regents, which will provide the framework to continue the existing TIES for Adoption program. The purpose of the recommended actions is to educate, prepare, and support prospective and adoptive families of children who have been prenatally exposed to drugs and/or alcohol. Often, these children have been victims of abuse or neglect.

The number of families requesting TIES for Adoption program training has increased dramatically from 64 families in 1999 to 122 families in 2001. Approval of the TIES for Adoption program will ensure uninterrupted, enhanced follow-up support services to prospective and/or adoptive parents and DCFS' Adoption Division staff, thereby

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facilitating the healthy development and adoption of the children. Additionally, enrollment in the TIES for Adoption program is a prerequisite to obtain clinical services through TIES which is governed by a separate contract between the Department of Mental Health (DMH) and the Regents. The TIES program will have a positive impact in assisting and enhancing the adoption of special needs children and helping adoptive families by providing these critical support services.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan by increasing access to adoption related services (Goal #1-Service Excellence, Strategy #2-Design Seamless Service Delivery System), improving CSW effectiveness (Goal #3-Organizational Effectiveness, Strategy #2-Improve Internal Operations), and providing services for children and families across functional and jurisdictional boundaries (Goal #5-Children and Families' Well-Being, Strategy #1-Coordinate, Collaborate and Integrate Services for Children and Families).

FISCAL IMPACT/FINANCING

The maximum contract sum is \$275,000 for the term of this Agreement. The Department's FY 2001-02 Adopted Budget includes \$275,000 for the TIES for Adoption program funded using \$206,250 (75%) Federal, \$48,125 (17.5%) State, and \$20,625 (7.5%) County funds. The funding for TIES is also included in DCFS' FY 2002-03 budget request. In addition, the Regents shall provide an in-kind match of \$31,184.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The TIES for Adoption program has been a collaborative effort between the Department of Children and Family Services and the Regents since 1995. The TIES program provides training and services to prospective and/or adoptive parents and to DCFS' Adoption Division staff to facilitate the healthy development and adoption of children who have been prenatally exposed to drug and/or alcohol, and further attempts to reduce the barriers to permanency for these children. The TIES for Adoption program specifically targets prospective and/or adoptive parents of eligible children under nine years of age in the foster care system.

The TIES for Adoption program was originally a model demonstration project between DCFS' Adoption Division and the UCLA Center for Healthier Children, Families and Communities. The project was initially funded by a Federal Administration for Children, Youth and Families grant from September 30, 1995 through September 29, 1997. The

program received continued funding by a grant through the end of 1997, and subsequently has been funded using Federal, State and County dollars.

On December 8, 1998, your Board approved the TIES for Adoption Agreement, Number 71860, which was to expire on November 30, 2001. On May 30, 2000, your Board approved Amendment One to Agreement Number 71860 to add the Specialized Training for Adoptive Parents (STAP) component to the Agreement for the second contract year (December 1, 1999 to November 30, 2000). On October 16, 2001, your Board approved Amendment Two to Agreement Number 71860 to extend the term of the Agreement to February 28, 2002, and to provide increased funding for additional training components provided during the third contract year. The Regents have continued to register people for the TIES for Adoption program and will commence trainings, workshops and consultations upon Board approval.

On November 8, 2001, Health and Human Services Secretary Tommy G. Thompson selected the TIES for Adoption program as an HHS Adoption Excellence Award winner (category: Support for Adoptive Families) for the year 2001. (See attached letter from HHS Secretary to Susan Edelstein dated November 8, 2001.)

In Los Angeles County, children with prenatal substance abuse exposure constitute more than 80% of the children available for adoption through DCFS. According to literature, adoption professionals and prospective adoptive parents, the lack of adoption-sensitive services to help families meet future needs discourages many families from adoption so continuation of this program is much needed.

Execution of the Agreement will enable and enhance the development of services for children with special needs, including prenatal exposure to drugs and/or alcohol and to reduce barriers to permanency for these children. The TIES for Adoption program increases the level of adoption-sensitive services for these adoptive families. At least 140 parents are anticipated to receive pre-adoption training services during the term of this Agreement. Moreover, prospective and/or adoptive parents who have enrolled in the TIES for Adoption program are eligible to receive clinical TIES for Adoption program services provided by the Department of Mental Health.

The award of the Agreement will not result in the unauthorized disclosure of confidential information and is in full compliance with all Federal, State and County regulations. There will be no reduction in the level of quality of service and the County's ability to respond to emergencies will not be impaired.

The Regents is a public entity and therefore is exempted from the provisions on hiring Greater Avenues for Independence (GAIN) participants and consideration of County

employees targeted for layoff or re-employment. The Agreement includes the following provisions: Termination for Improper Consideration; Child Support Compliance; Quality Assurance Plan; Federal Earned Income Credit; Contractor Non-Responsibility and Debarment; and Use of Recycled-Content Paper Products. A mutual indemnification provision has been included in the Agreement, recognizing that both DCFS and the Regents will assume certain program development and implementation functions as specified in the Statement of Work of the Agreement.

The Regents is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements. The Agreement between the County and the Regents includes all Board required provisions and expressly provides that the County has no obligation to pay for expenditures beyond the contract amount. Further, the Regents will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Chief Administrative Office and County Counsel have reviewed this Board Letter. The attached Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Agreement was developed pursuant to California State Department of Social Services (CDSS) regulation 23-650.14 which permits contracting with public educational institutions through non-competitive negotiation. Since the Regents are a public educational institution, CDSS regulations permit such contracts to be conducted through non-competitive negotiations without formal advertising. The Department notified the University of Southern California (USC) of the need for TIES for Adoption services, but received no response. Accordingly, there was no additional contracting process involved in this Agreement and the contract negotiation process did not include any advertisements through newspapers or inclusion on the County's Office of Small Business Internet website.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES

The TIES for Adoption program will enhance services for special needs children in Los Angeles County by providing specifically designed services for this target population. These services include pre-adoption training for prospective adoptive families; case consultations; presentations at Model Approach to Partnerships in Parenting (MAPP) groups; and educational services for foster and adoptive families. Execution of the Agreement will provide for the continuation of services designed to encourage

prospective adoptive parents and foster parents to adopt children with prenatal exposure to alcohol and/or drugs while strengthening and preserving those families which have adopted these children.

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CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer-Clerk of the Board send one (1) copy of the adopted Board letter and Agreement to:

1. Department of Children and Family Services, Contract Administration,
Attn: Armand Montiel, Contract Officer, 425 Shatto Place, Room 205,
Los Angeles, CA 90020.
2. County Counsel, Children's Services Division, Attn: Kathleen Felice, Senior
Deputy County Counsel, 201 Centre Plaza Drive, Monterey Park, CA 91754.
3. The Regents of the University of California, Office of Contract and Grant
Administration, Attn: Breck Hill, Contract and Grant Officer, 10920 Wilshire Blvd.,
Suite 1200, Los Angeles, CA 90024.

Respectfully submitted,

ANITA M. BOCK
Director

AB:AM:SN:CJ

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor – Controller

SERVICE AGREEMENT FOR
TRAINING, INTERVENTION, EDUCATION AND SUPPORT (TIES)
FOR ADOPTION PREPARATION FOR PLACEMENT PROGRAM
(hereinafter referred to as the "Agreement").

This Agreement, made and entered into this ____ day of _____ 2002, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

The Regents of the University of California
hereinafter referred to as
"CONTRACTOR"

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to reduce barriers to permanency for children with prenatal substance exposure and promote their healthy development and successful placement with adoptive families; and

WHEREAS, the COUNTY desires to provide Training, Intervention, Education and Support (TIES) for Adoption Preparation for Placement program training services to prospective adoptive and foster parents and COUNTY professionals to promote the adoption of children with prenatal exposure to alcohol, drugs and substance abuse; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are necessary to better prepare prospective adoptive and foster parents and COUNTY professionals in reducing barriers to permanency for children with prenatal substance exposure; and

WHEREAS, pursuant to provisions of Title IV-E of the Social Security Act, the COUNTY is designated to administer a comprehensive training program named TIES for Adoption Preparation for Placement to prospective adoptive parents and COUNTY professionals to reduce barriers to permanency for children with prenatal substance exposure; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

- A. "Auditor-Controller" means COUNTY's Department of the Office of the Auditor-Controller;
- B. "Contract" means a legally binding Agreement between two parties;
- C. "Day(s)" means calendar day(s) unless otherwise specified;
- D. "DCFS" means COUNTY's Department of Children and Family Services;
- E. "Director" means COUNTY's Director of Children and Family Services or her authorized designee;
- F. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and ends the following June 30;
- G. "Program" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
- H. "Project" means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
- I. "Program Manager" means the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
- J. "Project Director" means the CONTRACTOR representative responsible for daily management of contract operation and overseeing the multidisciplinary team assembled by CONTRACTOR to provide training services;
- K. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A through N, set forth below are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work
Exhibit B	Budget
Exhibit C	Certification of Independent Price Determination
Exhibit D	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	Community Business Enterprise Form (CBE)
Exhibit F	Employee Acknowledgment and Confidentiality Agreement
Exhibit G	Auditor-Controller Contract Accounting and Operating Handbook
Exhibit H	Office of Management and Budget (OMB) Circular A-110 – Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
Exhibit I	Office of Management and Budget (OMB) Circular A-21 - Cost Principles for Educational Institutions
Exhibit J	Office of Management and Budget (OMB) Circular A-133 - Audits of State, Local Governments, and Non-Profit Organizations
Exhibit K	Code of Federal Regulations (CFR) 45 CFR 74.40 et seq. – Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations
Exhibit L	Child Support Compliance Certification
Exhibit M	Internal Revenue Service Notice 1015
Exhibit N	Confidentiality provisions of Section 10850 of the Welfare and Institutions Code and MPP Division 19.

2.0 CONTRACTOR'S SERVICES

Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with services to reduce barriers to permanency for children with prenatal substance, drug and alcohol exposure and to promote the healthy development and successful placement of these children with adoptive families. CONTRACTOR's services shall specifically target current and/or prospective adoptive parents of eligible children under nine years of age who are in the foster care system. CONTRACTOR will provide professional training, intervention, education, family support, and community building to prospective adoptive and foster parents, COUNTY professionals, and children as set forth in Exhibit A, Statement of Work, which is incorporated herein by reference.

3.0 TERM AND TERMINATION

The term of the Agreement shall commence on the date of execution by COUNTY Board of Supervisors and shall continue through February 28, 2003, unless terminated earlier as provided herein.

4.0 CONTRACT SUM

- 4.1 During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this Agreement is Two Hundred Seventy Five Thousand dollars (\$275,000), Maximum Contract Sum. The maximum amount payable during the term of this Agreement is Two Hundred Seventy Five Thousand dollars (\$275,000). In addition, CONTRACTOR shall provide an in-kind match of Thirty One Thousand One Hundred Eighty Four dollars (\$31,184).
- 4.2 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Agreement. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects including, but not limited to, personnel employed and services to be delivered hereunder in accordance with the Budget. In the event CONTRACTOR does not employ the personnel listed in the Budget or fails to complete the tasks and deliverables set forth in the Statement of Work, credit shall be given to the COUNTY for said deficiencies.
- 4.3 The Maximum Contract Sum shall not exceed \$275,000 for the contract period from date of execution by COUNTY Board of Supervisors through February 28, 2003.
- 4.4 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.0 PAYMENT AND INVOICES

- 5.1 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears at the actual cost incurred in conformance with Exhibit B, Budget, and in the format prescribed by the COUNTY (i.e. personnel, employee benefits, supplies and expenses, equipment, travel, indirect costs, in-kind grants, etc.).
- 5.2 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Contract Sum between the approved line item budget categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) during the term of this Agreement. Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by the CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

Sari Grant, Program Manager
Department of Children and Family Services
Adoptions Division
695 South Vermont Avenue, Room 912
Los Angeles, California 90005

And a duplicate copy of the budget modification request to:

Department of Children and Family Services
Contract Administration
Attention: Armand Montiel, Contract Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020

or such other person(s) and location(s) as may hereinafter be designated in writing by the COUNTY.

- 5.3 Expenditures made by CONTRACTOR in connection with this Agreement shall be in compliance and conformity with Exhibit H, Office of Management and Budget (OMB) Circulars A-110 – Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations; Exhibit I, A-21 - Cost Principles for Educational Institutions; Exhibit J, A-133 - Audits of State, Local

Governments, and Non-Profit Organizations; and the line item budget categories of Exhibit B, Budget.

- 5.4 Expenditures made by CONTRACTOR in connection with this Agreement shall be in compliance and conformity with Exhibit K, Code of Federal Regulations (CFR) 45 CFR 74.40 et seq. – Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations.
- 5.5 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain under this Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Budget.
- 5.6 CONTRACTOR shall submit the original monthly invoice to the Finance Office and one copy to the COUNTY Program Manager for review and approval.

CONTRACTOR shall send original invoice to be approved to:

County of Los Angeles
Department of Children and Family Services
Attention: Contract and Grant Payments Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoice to:

Sari Grant, Program Manager
Department of Children and Family Services
Adoptions Division
695 South Vermont Avenue, Room 912
Los Angeles, California 90005

or such other person(s) and location(s) as may hereinafter be designated in writing by the COUNTY.

- 5.7 Upon receipt of CONTRACTOR's monthly invoice, the COUNTY Program Manager shall review the detailed charges to ensure charges are in accordance with the Agreement terms and that CONTRACTOR's budget personnel were

employed and utilized, invoiced services have been received, and that CONTRACTOR has paid a proportionate share of its in-kind grants to the program.

- 5.8 Upon approval of the monthly invoice, the COUNTY Program Manager, or designee, shall return the invoice to the Finance Office for payment.
- 5.9 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed, and dated by the Program Manager or designee. COUNTY has no obligation to pay for any personnel or work except those services expressly authorized by this Agreement.
- 5.10 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by DCFS' Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment, or shall be set off against future payments due CONTRACTOR.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Operating Handbook, Exhibit G. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles COUNTY and shall be made available to COUNTY during the term of this Agreement and for a period of five (5)

years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of Los Angeles COUNTY, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section.

- 6.2 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.3 CONTRACTOR shall be responsible for annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.4 CONTRACTOR shall, during normal business hours, allow appropriate COUNTY, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and Board members in all such efforts.
- 6.5 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, or the State of California. In the event this Agreement is subject to Audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

- 6.6 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

- 8.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.
- 8.2 COUNTY shall indemnify, defend and hold harmless CONTRACTOR, and its officers, agents, employees, and students from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

9.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any

other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administration (Department of Children and Family Services, Attn. Armand Montiel, Contract Manager, 425 Shatto Place, Room 205, Los Angeles, California 90020) prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - 9.1.1 Specifically identify this Agreement.
 - 9.1.2 Clearly evidence all coverages required in this Agreement.
 - 9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - 9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and

without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

9.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

9.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS:

- 10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- 10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
- 10.5 Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of COUNTY-owned or leased property.

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.

- 10.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$250,000
Forgery or Alteration:	\$250,000
Theft, Disappearance and Destruction:	\$250,000
Computer Fraud:	\$250,000
Burglary and Robbery:	\$250,000

11.0 COMPLIANCE WITH LIVING WAGE PROGRAM

The Department of Children and Family Services has reviewed and analyzed the services provided hereunder and has determined that the Living Wage Program does not apply.

12.0 NOTICES

- 12.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Anita M. Bock, Director
Department of Children and Family Services
Contract Administration
Attn: Contract Manager
425 Shatto Place, Room 205
Los Angeles, California 90020

or such other person and/or location as may hereinafter be designated in writing by the COUNTY.

All notices to CONTRACTOR shall be sent to the following:

The Regents of the University of California
Office of Contract and Grant Administration
Attn: Breck Hill, Contract and Grant Officer
10920 Wilshire Blvd., Suite 1200
Los Angeles, CA 90024

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 12.2 All Notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or of a co-partner, or if the CONTRACTOR is a corporation, of an officer or member of the corporation, or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.
- 12.3 CONTRACTOR shall notify COUNTY as provided in Section 12.1 when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. CONTRACTOR shall also notify COUNTY as provided in Section 12.1 when the Agreement is within six (6) months of expiration.

13.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 13.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of COUNTY Counsel must be obtained for any changes which affect the scope of work.
- 13.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

- 13.3 For purposes of Sections 13.1 and 13.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0 of this Agreement.

14.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 14.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 23.0, Events of Default, herein and shall be null and void, subject to waiver by COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.
- 14.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 14.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar agreements.
- 14.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other

reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

15.0 SUBCONTRACTING

- 15.1 No performance of this Agreement or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY DCFS Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Agreement, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 15.2 All of the provisions of this Agreement and any Amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 15.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 15.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
 - 15.4.1 An executed Employee Acknowledgment and Confidentiality Agreement (Exhibit F), executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
 - 15.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Sections 9.0, General Insurance Requirements, and 10.0, Insurance Coverage Requirements of this Agreement, and

15.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

- 15.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed subcontracts.
- 15.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 15.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- 15.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or their officers, employees, and agents,

16.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

17.0 COVENANT AGAINST CONTINGENT FEES

- 17.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form or remuneration.

- 17.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

18.0 DISCLOSURE OF INFORMATION

- 18.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Agreement within the following conditions:

18.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

18.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

18.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

19.0 COMPLIANCE WITH APPLICABLE LAWS

- 19.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are

required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.

- 19.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.
- 19.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 19.1.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

21.0 NON-DISCRIMINATION IN EMPLOYMENT

- 21.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 21.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- 21.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 21.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 21.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.
- 21.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

22.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from date of the request.

23.0 EVENTS OF DEFAULT

23.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

- 23.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any, or

23.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

23.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

23.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

23.2.2 The filing of a voluntary petition in bankruptcy;

23.2.3 The appointment of a Receiver or Trustee for CONTRACTOR.

23.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

23.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

24.0 TERMINATION FOR DEFAULT

24.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 23.0, Events of Default, this Agreement may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

24.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 24.2, over and above the Maximum

Contract Sum set forth in Exhibit B, Budget, shall be charged against the CONTRACTOR and/or its sureties.

- 24.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 24.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

25.0 TERMINATION FOR IMPROPER CONSIDERATION

- 25.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of a default by the CONTRACTOR.
- 25.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 25.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

26.0 TERMINATION FOR CONVENIENCE

- 26.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which

performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

- 26.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

26.2.1 Stop services under this Agreement on the effective date of termination.

26.2.2 To the extent possible, continue to, as required by this Agreement perform until the effective date of termination.

- 26.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.

- 26.4 Subject to the provisions of Section 26.3 above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

27.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 27.1 Contractor Responsibility and Debarment

27.1.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the county's policy to conduct business only with responsible contractors.

27.1.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

27.1.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

27.1.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

27.1.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

27.1.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

27.1.7 These terms shall also apply to subcontractors of COUNTY's CONTRACTOR.

28.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

- 28.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.
- 28.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.
- 28.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the CONTRACTOR's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

29.0 CONFLICT OF INTEREST

- 29.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.
- 29.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any fact(s) which have created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

30.0 EMPLOYEE BENEFITS AND TAXES

- 30.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 30.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

31.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit K).

32.0 CONFIDENTIALITY

- 32.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 32.2 Notwithstanding CONTRACTOR's compliance or lack thereof with Section 32.1, CONTRACTOR shall further comply with the confidentiality provisions of Exhibit N, Section 10850 of the Welfare and Institutions Code and MPP Division 19.

33.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

- 33.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 33.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.
- 33.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.
- 33.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.
- 33.5 CONTRACTOR shall prepare and submit to COUNTY's Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:
 - 33.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

34.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

35.0 CRIMINAL CLEARANCES

- 35.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 35.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.
- 35.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
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220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration
243.4	Sexual battery
245	Assault with a deadly weapon or force likely to produce great bodily injury
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition
286	Sodomy.

288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Oral copulation.
289	Forcible acts of sexual penetration against the victim's will
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult
647 (a) & (d)	Disorderly conduct relating to lewd/behavior/prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony as defined in California Penal Code Section 667.5 (c)

36.0 CHILD SUPPORT COMPLIANCE PROGRAM

36.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage and Earnings Assignment for Child and Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). See also CONTRACTOR's Child Support Compliance Certification (Exhibit L).

36.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

36.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 36.1 "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles COUNTY District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 24.0, "Termination for Default."

36.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

CONTRACTOR acknowledges that COUNTY places a high priority on enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

37.0 FORMER FOSTER YOUTH CONSIDERATION

37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN participants as described in Sections 38.0 and 39.0, respectively) for any such

position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Deputy Director
Bureau of Children and Family Services
Department of Children and Family Services
425 Shatto Place, Room 307
Los Angeles, California 90020
FAX: (213) 383-3773

- 37.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s) requests for application(s) may be sent, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).
- 37.3 CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

38.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

- 38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.
- 38.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012
Fax: (213) 680-2450

38.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

39.0 CONSIDERATION OF HIRING GAIN PARTICIPANTS

39.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

39.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I - West COUNTY, 5200 W. Century Blvd., Los Angeles, CA 90045, Phone (310) 665-7552, Fax (310) 641-8043, Participant Help Line, (310) 665-7567

Region II - West San Fernando Valley, 21415 Plummer Street, Chatworth, CA 91311, (818) 718-4260

Santa Clarita Sub-Office, 27233 Camp Plenty Road, Canyon COUNTY, CA 91351, Phone: (661) 298-3492, Fax: (661) 298-3492

Palmdale Sub-Office, 1050 E. Palmdale Blvd. Suite 204, Palmdale, CA 93550, Phone: (661) 575-2610, Fax: (661) 265-8520

Region III - San Gabriel Valley, 3216 Rosemead Blvd., El Monte, CA 91731, Phone: (626) 927-2600, Fax: (626) 569-0375, Participant Help Line, Phone: (626) 927-2818, Fax: (626) 569-0997

Region IV - Central & West COUNTY, 2910 W. Beverly Boulevard, Los Angeles, CA 90057, Phone: (213) 738-3150 Fax: (213) 480-9541, Participant Help Line, (213) 738-3834, Job Development Phone Number (213) 738-3844

Exposition Park Sub-Office, 3965 S. Vermont, Los Angeles, CA 90037, Phone: (323) 730-3050 Fax: (323) 730-3275, Participant Help Line (323) 730-3220, Job Developers Phone Number (323) 730-3048

Region V - South COUNTY, 2959 Victoria Street, Rancho Dominguez, CA 90221, (310) 603-8000, Participant Help Line, Phone: (310) 603-8580, Fax: (310) 764-5450

Region VI - Southeast COUNTY, 5460 Bandini Boulevard, City of Bell, CA 90201, Phone : (213) 881-5312, Participant Help Line, Phone : (213) 260-3050, Fax : (213) 780-0190

Region VII - East San Fernando Valley, 3307 N. Glenoaks Blvd., Burbank, CA 91504, Phone: (818) 729-8803, Fax: (818) 563-9355

39.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

39.4 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

40.0 COUNTY LOBBYIST

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate this Agreement.

41.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

42.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

43.0 PROPRIETARY RIGHTS

43.1 COUNTY and CONTRACTOR agree that all software, materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."

43.3 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 43.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

43.4 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 43.3 for:

43.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.2;

43.4.2 Any materials, data and information covered under Section 43.1; and

43.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

43.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

- 43.6 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

43.7 The provisions of Sections 43.4, 43.5, and 43.6 shall survive the expiration or termination of this Agreement.

44.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing five hundred dollars (\$500.00) or more, with a useful life of more than two (2) years. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

45.0 CHILD ABUSE PREVENTION REPORTING

- 45.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 45.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. seq. of the Penal Code. This responsibility shall include:
- 45.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 45.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

45.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

46.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and is attached as Exhibit E.

47.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

48.0 DISPUTE RESOLUTION PROCEDURE

- 48.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 48.0
- 48.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 48.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 48.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 48.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive

Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.

- 48.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 48.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 48.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 24.0, Termination for Default, Section 26.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 43.0, Proprietary Rights and Section 32.0, Confidentiality, shall not be subject to this Section 48.0, Dispute Resolution Procedure.

49.0 INTERPRETATION OF CONTRACT

49.1 Validity

The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

49.2 Governing Laws, Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California.

49.3 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in

any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

SERVICE AGREEMENT FOR
TRAINING, INTERVENTION, EDUCATION AND SUPPORT (TIES)
FOR ADOPTION PREPARATION FOR PLACEMENT PROGRAM

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers on the day, month and year first above written. The persons signing on behalf of the Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

CONTRACTOR

The Regents of the University of California
By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
Deputy County Counsel

EXHIBIT A

SERVICES AGREEMENT FOR TRAINING, INTERVENTION, EDUCATION AND SUPPORT (TIES) FOR ADOPTION PREPARATION FOR PLACEMENT PROGRAM (March 2002-February 2003)

STATEMENT OF WORK

1.0 GENERAL REQUIREMENTS AND MISSION STATEMENT

This section provides the general requirements that CONTRACTOR shall meet, in addition to the mission statement, tasks and deliverables specified herein. The CONTRACTOR is the Regents of the University of California, a public education institution. The COUNTY is the Los Angeles County Department of Children and Family Services (DCFS).

1.1 Background

The Training, Intervention, Education and Support (TIES) for Adoption Preparation for Placement program was initially developed as a collaborative model demonstration project between DCFS' Adoption Division and the UCLA Center for Healthier Children, Families and Communities. The project was initially funded by a Federal Administration for Children, Youth and Families grant from September 30, 1995 through September 29, 1997. Currently, the program is funded using Federal Title IV-E funds.

In general, the TIES for Adoption program was developed in order to reduce barriers to permanency for children with prenatal substance exposure and to promote the healthy development and successful placement of these children with adoptive families. TIES for Adoption specifically targets current and/or prospective adoptive parents of eligible children under nine years of age who are in the foster care system.

During the term of this Agreement, at least 140 parents are anticipated to receive pre-adoption training modules and workshops to prepare them for the adoption of children with special needs. Moreover, prospective and/or adoptive parents who have enrolled in the TIES for Adoption program are eligible to receive clinical TIES for Adoption program services provided by the Department of Mental Health.

Through the program, information will be disseminated to alleviate the ambivalence of prospective adoptive parents and foster parents about the future prospects and/or adoptability of children with prenatal substance abuse exposure. This shall be accomplished through group meetings for prospective adoptive parents and foster parents on issues of parenting and providing permanency to the children. An essential feature of this program is that services are offered as children are transitioned from foster care into adoptive homes.

Training services will be facilitated by an interdisciplinary, interagency team of professionals from the Los Angeles County Department of Children and Family Services, the UCLA Center of Healthier Children, Families and Communities, and the UCLA Departments of Psychology and Psychiatry.

1.2 Mission Statement

The mission of TIES for Adoption is to promote the successful adoption, growth, and development of children under nine years of age with special needs, including prenatal substance exposure, who are in foster care, when return to their biological parents is not in the children's best interest.

2.0 **DEFINITIONS**

2.1 Prenatal Substance Exposure – For purposes of this Agreement, “prenatal substance exposure” is defined as the child and/or mother having a positive toxicology at the time of the child's birth; and/or based on the mother's history as being a known active alcohol, drug or substance abuser, it is reasonable to believe that she was using these substances during pregnancy.

2.2 Substance – For purposes of this Agreement, “substance” refers to alcohol, drugs or other substances determined to be illegal for human consumption by federal or state governments.

2.3 Eligible Child and Eligible Children – For purposes of this Agreement, “eligible child” and “eligible children” are defined as:

2.3.1 Any child who has a condition or symptoms resulting from, or suspected as resulting from, alcohol, drug or other substance abuse by the mother, and who meets the requirements of 2.3.2.

2.3.2 Other Requirements:

2.3.2.1 The child is a dependent child of the juvenile court; and

2.3.2.2 The child has an adoption case plan and resides with a preadoptive or adoptive caregiver; or the plan is to transition and move the child to a preadoptive or adoptive caregiver.

2.4 Project - For purposes of this Agreement, “Project” refers to the work to be performed by CONTRACTOR as defined in this Statement of Work.

2.5 Program Manager - For purposes of this Agreement, “Program Manager” refers to the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities. COUNTY’s Program Manager is Sari Grant, Department of Children and Family Services, Adoptions Division, 695 South Vermont Avenue, Room 912, Los Angeles, California 90005.

2.6 Project Director - For purposes of this Agreement, “Project Director” refers to the CONTRACTOR representative responsible for daily management of contract operation and overseeing the multidisciplinary team assembled by CONTRACTOR to provide training services. CONTRACTOR’s Project Director is Susan Edelstein, LCSW, Director, UCLA TIES for Adoption, Box 957142, 1000 Veteran Avenue, Room 25-46, Los Angeles, CA 90095-7142.

3.0 ISSUES TO BE ADDRESSED AND IMPLEMENTED

CONTRACTOR shall ensure that the following issues are addressed in the development and implementation of deliverables under this Statement of Work.

3.1 The safety of children under the care of DCFS is of the utmost importance.

3.2 Information regarding DCFS clients is confidential.

3.3 The diverse population of Los Angeles County requires sensitivity to the differing backgrounds and expectations of any targeted population group.

4.0 RESPONSIBILITIES

CONTRACTOR’s Project Director and the COUNTY’s Program Manager or designee will comprise the administrative team for the program to manage its overall functions. The Project Director will oversee the multidisciplinary team assembled by the CONTRACTOR to provide the training services. The COUNTY Program Manager or designee will ensure that CONTRACTOR has complied with the terms and

conditions of the Agreement and satisfied the tasks and deliverables set forth in this Statement of Work including, but not limited to, the following components:

- 4.1 ***Preparation of prospective adoptive parents:*** CONTRACTOR shall provide nine hours of training to prospective adoptive families that is specifically geared to the challenges of parenting and providing permanency to children with special needs, focusing on the issues involving prenatal substance exposure and other biological vulnerabilities, multiple placements, and abuse and neglect. Some of the topics covered include the following: Building Empathy for Substance Abusing Biological Parents; Learning What is Known and Not Known about the Impact of Prenatal Substance Exposure and Coming to Terms with the Uncertainties; Learning Strategies to Work with the Child's Challenging Behaviors; Reflecting on the Pros and Cons of Adoptive Parents Disclosing the Child's History; Learning to Build in Substance Abuse Prevention Strategies for the Child; and Evaluating Factors Related to Maintaining Contact with the Child's Birth Family When There is a History of Substance Abuse. These sessions are guided by the principle that thorough education helps prospective adoptive parents make informed decisions. Moreover, adoption research has consistently confirmed that the better the preparation, the more satisfied parents are with the adoption.
- 4.2 ***Support for families:*** Once prospective adoptive parents have completed the training preparation, CONTRACTOR shall provide the following services:
 - 4.2.1 CONTRACTOR's services ***prior*** to adoptive placement: Children that have been matched by DCFS to prospective adoptive parents receive some combination of health, mental health, and educational assessments and/or treatment. Information is utilized to inform Adoption Workers and potential adoptive parents about what is necessary in order to attend to the child's needs and assist with the transition from foster care to adoption.
 - 4.2.2 CONTRACTOR's services ***during the transition*** of children from foster care to adoption include: Individual consultation of children; Multi-disciplinary review of records by pediatricians, psychiatrists, psychologists, social workers, and educational consultants and meetings with future adoptive parents to help them understand possible consequences of strengths and vulnerabilities identified in the child as well as the recommendations for, and referrals to, needed services.
 - 4.2.2.1 Transition services: Counseling sessions inform the adoptive parent(s) about the child's development and temperament; promote attachment by addressing parent-child interactions and

behavioral issues through an understanding of attachment and loss issues; and provide training in temperament-specific parent interventions. Individual child psychotherapy is available when appropriate.

4.2.2.2 Support Groups: Adoptive families who have recently had a child placed with them or anticipate a placement shortly are invited to attend support groups facilitated by psychologists, social workers and experienced adoptive parents. Children participate in parallel child support groups.

4.2.3 CONTRACTOR's services available **following placement** include (1) medical consultation, (2) educational consultation and advocacy, (3) developmental, psychological, psychiatric, and temperament assessments, (4) individual/family counseling, and (5) support groups for parents and for children.

4.2.4 Eligibility for Services: CONTRACTOR's services are available to prospective adoptive parents, foster parents and adoptive families of children under nine years of age who are placed and referred by COUNTY, regardless of where the families live. CONTRACTOR shall provide these services free of charge to families unless agreed to in writing by COUNTY's Program Manager.

5.0 SCOPE OF WORK

5.1 The CONTRACTOR will provide training services as specified in this scope of work.

5.2 Pre-Adoption Training Modules for Prospective Adoptive Families

5.2.1 Task 1

Seven training modules consisting of three (3) three-hour sessions per module for a total of nine hours will be conducted during the term of this Agreement. These nine hours of preparation are geared specifically to the challenges of parenting and providing permanency for children with special needs, including prenatal substance exposure. Each training session will consist of 30 to 45 prospective adoptive parents and foster parents as registered and enrolled by the COUNTY Program Manager. The training content will consist of the TIES curriculum, described in further detail below,

which has been developed, tested and evaluated by CONTRACTOR's staff over the past six years.

These training sessions will be held at 3075 South Vermont Avenue, 695 South Vermont, 425 Shatto Place, or other DCFS offices or locations accessible to families. These sites will be selected by the CONTRACTOR Project Director and COUNTY Program Manager.

Each training session will be conducted by two professionals selected by COUNTY Program Manager and CONTRACTOR Project Director from CONTRACTOR's staff depending on the issues to be addressed at the training session. CONTRACTOR's staff providing the training will be selected from the following: Susan Edelstein, LCSW, Principal Investigator and Project Director; Claudia Wang, M.D., Pediatrician and Health Coordinator; Psychologists Jill Waterman, Ph.D. and Robbin Rasbury, Psy.D.; and Social Workers Evelyn Wright, MSW and Rose Monteiro, LCSW; and a bicultural, bilingual Psychologist to conduct trainings in Spanish as well as English.

The curriculum for the trainings include topics such as the following: Understanding Birth Parent Substance Abuse; Learning to Talk with Children about Their Histories; Understanding the Impact of Prenatal Substance Exposure on the Child-Myths, Realities, and Research; Developing Strategies for the Child's Challenging Behaviors; The Pros and Cons of Disclosing the Child's History and to Whom; The Pros and Cons of Maintaining Contact with the Child's Birth Family; Coming to Terms with the Uncertainties about the Long Term Impact of Prenatal Substance Exposure and the Exaggerated and Contradictory Media Reports; Providing Substance Abuse Prevention for the Child; Understanding the Roles of Various Disciplines, Agencies and Resources Who May be Needed to Work with the Child and Family; and Accessing the Array of TIES Services Following the Training.

Pre-Adoption Training **Modules**

Each session will be facilitated by two professionals selected by COUNTY Program Manager and CONTRACTOR Project Director from CONTRACTOR's staff, both of whom have had extensive clinical experience with eligible children, as well as in conducting trainings. The Project Director and Program Manager will be present at every session to respond to questions about the TIES for Adoption project or about DCFS policies and procedures. An interdisciplinary team will explain the

extent of services available and the roles of professionals who may be able to assist families. Videotapes and slides will be used as well as a variety of exercises and role-plays. Each training session will consist of 30 to 45 prospective adoptive parents and foster parents to allow each participant much exploration and discussion. An extensive packet with outlines of each session and readings corresponding to each session and topic will be provided to each participant.

The participants who will attend these trainings are prospective adoptive parents and foster parents indicating an interest in adopting a child with special needs. A requirement for each participant is that a DCFS home study be in process or completed. The participants will be accommodated on a first come, first serve basis.

Session One: Parental Substance Abuse and the Adoption Connection.

This session introduces the series and the topic of prenatal and parental substance abuse. The session begins with each participant stating what he/she sees as the biggest challenge he/she will have to confront concerning the biological parents of a child he/she may be adopting. Participants view a video of a mother talking about her drug use during pregnancy and how her continued substance abuse affected her parenting when her son was an infant and toddler. Participants are encouraged to express their attitudes, feelings and fears about parental substance abuse and women who use drugs during pregnancy. The ways in which these attitudes can impact the children and the child-parent relationship are explored. Information is provided about the nature of substance abuse -- its etiology, prevalence, dynamics, treatment, and impact on parenting. Participants then role-play talking to the child in the video about his biological parent and each participant takes turns playing the child, and then the adoptive parent. The participants practice integrating and communicating information that they have learned in these sessions with sensitivity, empathy and honesty, appropriate to the child's developmental level and background.

Session Two: Infants and Children with Prenatal Substance Exposure.

Participants receive information from a pediatrician about what is known and not known about the short and long-term effects of prenatal substance exposure and the difficulty of predicting outcomes for individual children. Methodological problems and limitations in existing research are explained. Also covered are ways of understanding the evaluation process for prenatal substance exposure; understanding the child's birth and medical history; potential medical problems at birth and afterwards; potential developmental

problems; and medical and developmental follow-up recommendations. In addition, a psychologist discusses the joys as well as the struggles of the adoptive parenting experience with children with special needs and provides practical care giving and behavioral strategies and interventions.

Session Three: Special Considerations in Adopting Children with Prenatal Substance Exposure. Issues related to adoptive parenthood of children with prenatal substance exposure are explored as well as the variety of ways in which parents can sensitively and constructively begin to reflect on and respond to these issues. Topics covered include: Living with and Coming to Terms with the Uncertainties About the Long Term Impact of Prenatal Substance Exposure and the Exaggerated and Contradictory Media Reports; Developing Lifelong Substance Abuse Prevention Strategies for the Child; Building Empathy for and Answering Questions About Substance Abusing Biological Parents; Advocating for Services for Children Whose Needs Often “Fall Between the Cracks”; Deciding Whether and Who to Tell About the Child’s Prenatal Substance Exposure; and Evaluating a Variety of Factors When Considering Whether to Maintain Contact with Members of the Biological Family after Adoptive Placement. At the conclusion of this session, available TIES services to be offered are explained as well as the roles of various professionals. Sometimes various team members are introduced and respond to questions.

5.2.2 Deliverable 1

Pre-Adoption Training Modules For Prospective Adoptive Families will be completed as follows:

Training Module One will be completed no later than March 31, 2002. Training Module Two will be completed no later than April 30, 2002. Training Module Three will be completed no later than July 31, 2002. Training Module Four will be completed no later than August 31, 2002. Training Module Five will be completed no later than October 31, 2002. Training Module Six will be completed no later than December 31, 2002. Training Module Seven will be completed no later than February 28, 2003.

5.3 Case Consultation

5.3.1 Task 2

Nine (9) case consultations will be conducted during the term of this Agreement. These consultations generally last two-hours and will provide the case carrying CSW with a multi-disciplinary review of and recommendations for case management of a challenging case involving a child with prenatal drug exposure. The COUNTY Program Manager and CONTRACTOR Program Director will identify cases for consultation. The case carrying CSW, supervising CSW, and other involved/interested CSWs will be invited to take part. The case consultations will serve as a training to help participating staff refine their problem solving and case planning skills, which they can then apply to many other cases.

In accordance with the Agreement's Confidentiality provisions, CONTRACTOR's staff will review all pertinent records of the prospective adoptive parents and the eligible child and provide case consultations. Professionals from regional centers, mental health and other agencies involved with the case are invited to attend and provide input. When appropriate, the caregiver or prospective caregiver is also invited to attend.

Each case consultation will be conducted by three professionals selected by COUNTY Program Manager and CONTRACTOR Project Director from CONTRACTOR's staff depending on the age and identified concerns of the child and the issues to be addressed at the consultation. CONTRACTOR's staff reviewing the records and providing input at these case consultations will be selected from the following: Susan Edelstein, LCSW, principal Investigator and Project Director; psychologists Dorli Burge, Ph.D.; Jill Walker, Ph.D., Robbin Rasbury, Psy.D. and Kristin Lee,

Psy.D.; social worker Evelyn Wright, MSW; educational coordinator Marci Schoenbaum, M.A.; physician Claudia Wang, M.D.; and a bicultural, bilingual Psychologist to conduct consultations in Spanish as well as English.

These consultations will take place at the offices of TIES for Adoption located at 1000 Veteran Avenue, 2nd floor, Los Angeles, California. Occasionally, some consultations may be held at a DCFS office in order to further accommodate the CSWs and/or the caregivers.

5.3.2 Deliverable 2

Case Consultations will be completed as follows:

Consultation One will be completed no later than March 31, 2002.
Consultation Two will be completed no later than April 30, 2002.
Consultation Three will be completed no later than June 30, 2002.
Consultation Four will be completed no later than July 31, 2002.
Consultation Five will be completed no later than September 30, 2002.
Consultation Six will be completed no later than October 31, 2002.
Consultation Seven will be completed no later than December 31, 2002.
Consultation Eight will be completed no later than January 31, 2003.
Consultation Nine will be completed no later than February 28, 2003.

5.4 TIES for Adoption Staff Presentations at Model Approach to Partnerships in Parenting (MAPP) Groups

5.4.1 Task 3

In order to recruit and explain the TIES for Adoption model of preparation and services to prospective adoptive parents, CONTRACTOR's staff will introduce the TIES project at the last session of each MAPP module. The presentation conducted by CONTRACTOR's staff will be one-half hour to one-hour in length. During the term of this Agreement, CONTRACTOR's staff will present at 38 to 42 MAPP modules.

Each presentation will be conducted by one professional selected by COUNTY Program Manager and CONTRACTOR Project Director from CONTRACTOR's staff depending on the issues to be addressed at the MAPP module. CONTRACTOR's staff members presenting at these meetings will be selected from the following: Susan Edelstein, LCSW, principal Investigator and Project Director; psychologists Sandi Fischer,

Ph.D.; Jill Walker, Ph.D., Robbin Rasbury, Psy.D. and Kristin Lee, Psy.D.; social worker Evelyn Wright, MSW; and a bicultural, bilingual Psychologist to conduct consultations in Spanish as well as English.

At the last session of each MAPP module, CONTRACTOR's staff will disseminate project brochures and other information on the TIES for Adoption project. The MAPP meetings will be held at various locations throughout Los Angeles County with the sites to be determined by DCFS.

5.4.2 Deliverable 3

CONTRACTOR's staff presentations at MAPP Groups will be completed as follows:

CONTRACTOR's staff presentations will be conducted at the last session of each MAPP module held between March 1, 2002, or date of execution by COUNTY Board of Supervisors, whichever is later, through February 28, 2003. These MAPP modules are typically conducted by COUNTY's Adoption Division social workers, however, CONTRACTOR's staff will present at 38 to 42 MAPP modules during the term of this Agreement.

5.5 Educational Workshops for Adoptive Parents

5.5.1 Task 4

CONTRACTOR will provide four (4) educational workshops for the program's foster and adoptive parents during the term of this Agreement. The workshops will be two-hours in length. CONTRACTOR's staff will provide handouts about the topics discussed, and certificates of completion will be given to the attendees.

Each workshop will be conducted by two professionals selected by COUNTY Program Manager and CONTRACTOR Project Director from CONTRACTOR's staff depending on the issues to be addressed at the workshop. CONTRACTOR's staff members presenting at these workshops will be selected from the following: Susan Edelstein, LCSW, principal Investigator and Project Director; psychologists Dorli Burge, Ph.D.; Jill Walker, Ph.D., Robbin Rasbury, Psy.D. and Kristin Lee, Psy.D.; social workers, Evelyn Wright, MSW and Rose Montiero, LCSW; educational coordinator Marci Schoenbaum, M.A.; physician Claudia Wang, M.D.; and a bicultural, bilingual Psychologist to conduct workshops in Spanish as well as English.

Some of the topics will include the following: Update on Research on Outcomes of Children with Prenatal Substance Exposure; Special Issues for Gay and Lesbian Adoptive Parents; Working with Children Using a Temperament-Based Model; Common Psychiatric Issues and Treatment of Children in Out-of-Home Care; Navigating Special Education Systems and Working with the Schools; Helping Children with Issues Related to Transracial and Transcultural Adoptions; and Working with Special Issues Related to Siblings. Numerous handouts will be disseminated.

These educational workshops will typically be held at DCFS offices, to promote accessibility for the families, and occasionally at other locations.

5.5.2 Deliverable 4

Educational Workshops for Adoptive Parents will be completed as follows:

Workshop One will be completed no later than May 31, 2002. Workshop Two will be completed no later than August 31, 2002. Workshop Three will be completed no later than November 30, 2002. Workshop Four will be completed no later than February 28, 2003.

5.6 Training of DCFS Adoption Division Staff

5.6.1 Task 5

During the term of this Agreement, a two-hour training class will be held four (4) times per year for approximately 15 of COUNTY's Adoption Division staff or persons designated by COUNTY Program Manager. The training topics will focus on key issues and/or findings from the TIES for Adoption program as identified and selected by the COUNTY Program Manager and CONTRACTOR Project Director.

Each training class will be conducted by two professionals selected by COUNTY Program Manager and CONTRACTOR Project Director from CONTRACTOR's staff depending on the issues to be addressed at the training classes. CONTRACTOR's staff providing the training will be selected from the following: Susan Edelstein, LCSW, principal Investigator and Project Director; psychologists Dorli Burge, Ph.D.; Jill Walker, Ph.D., Robbin Rasbury, Psy.D. and Kristin Lee, Psy.D.; social workers, Evelyn Wright, MSW and Rose Montiero, LCSW; educational coordinator Marci

Schoenbaum, M.A.; physician Claudia Wang, M.D.; and a bicultural, bilingual Psychologist to conduct trainings in Spanish as well as English.

Some of the topics for these presentations include: The Purpose of Psychological Assessment-Expectations and Applications; Consumers of Psychological Testing; Clinical Issues Associated with Concurrent Planning for Children Beyond the Toddler Years; The Benefits and Risks of Moving Children on Emergent Basis to an Adoptive Home Versus Placing Them First in a Temporary Home; Developmental Outcomes for Children Exposed Prenatally to Substances; Working with Prenatally Substance Exposed Children Using a Temperament-Based Model; Common Psychiatric Issues and Treatment of Children in Out-of-Home Care; Navigating Special Education Systems and Working with the Schools; and Helping Children and Families with Issues Related to Transracial and Transcultural Adoptions. Numerous handouts will be disseminated.

These training sessions will be held at DCFS offices and occasionally at other locations.

5.6.2 Deliverable 5

Training of COUNTY's Adoption Division Staff will be completed as follows:

DCFS Adoption Division Staff Training One will be completed no later than May 31, 2002. DCFS Adoption Division Staff Training Two will be completed no later than August 31, 2002. DCFS Adoption Division Staff Training Three will be completed no later than November 30, 2002. DCFS Adoption Division Staff Training Four will be completed no later than February 28, 2003.

5.7 Contractor's Bi-Annual Progress Report to County

5.7.1 Task 6

CONTRACTOR shall comply with COUNTY's Program Manager documentation requirements for written bi-annual progress reports. CONTRACTOR's Project Director shall satisfy these documentation requirements through the preparation of a full, complete and written bi-annual progress report to be delivered to COUNTY's Program Manager every six (6) months. This documentation shall include, but not be limited to, the following: the names and phone numbers of persons attending the training modules, case consultations, MAPP sessions, educational workshops, and DCFS staff

training; the names of any eligible child adopted whose parents attended a training module or workshop prior to identifying or designating the child for adoption; the names of any eligible child adopted whose parents attended a training module or workshop after identifying or designating the child for adoption; comments and feedback received from attendees; and documents and exhibits disseminated at trainings, workshops, consultations, presentations, etc.

5.7.2 Deliverable 6

CONTRACTOR's Bi-Annual Progress Report shall be provided to COUNTY as follows:

CONTRACTOR's First Bi-Annual Progress Report shall be provided to COUNTY no later than August 31, 2002. CONTRACTOR's Second Bi-Annual Progress Report shall be provided to COUNTY no later than February 28, 2003.

TIES FOR ADOPTION PROGRAM: PROJECT DIRECTOR AND STAFF

JOB DESCRIPTIONS

Principal Investigator and Project Director: Susan B. Edelstein, LCSW. Ms. Edelstein will oversee all aspects of the project, including recruiting, hiring, and supervising all staff. She will work closely with all interdisciplinary staff to ensure the effectiveness of the project's training of, and consultation with, foster and adoptive parents and professionals. She will supervise the administrative and fiscal management of the project. She will coordinate the execution and implementation of the contract with DCFS and UCLA, to be sure that UCLA and DCFS funding standards are met, as well as best practice standards. She will collaborate as well with the Adoptions Division liaison from DCFS and her supervisor, ensuring the satisfactory completion of all proposed work. She will represent the project on task forces and committees.

Ms. Edelstein will co-facilitate all aspects of the training programs, will attend the presentations, presenting at many of them. She will participate in evaluating and revising curricula; help prepare project staff with materials and records for consultations; assist in summarizing verbally and in writing the recommendations emerging from these consultations; and develop presentations at the local, state and national level on relevant topics and project findings. She will coordinate with the Adoption Division liaison and staff to identify prospective adoptive parents for inclusion in the three sessions of preparation for families; in scheduling and staffing there sessions; and in screening and selecting requests for case consultation. Ms. Edelstein will also consult on the content and delivery for the training and workshops.

Susan B. Edelstein is a licensed clinical social worker and adjunct assistant professor in the UCLA Department of Pediatrics. She has practiced for over thirty years in the child welfare field, starting her career in Los Angeles County government, first in protective services, and then moving to the Department of Adoptions. In 1979 she began working at UCLA Medical Center first as the coordinator of the SCAN TEAM, as well as supervising the social workers in the maternal child health unit. Since 1986, she has directed interdisciplinary projects in the Department of Pediatrics related to child welfare, substance abuse, and child abuse; all these projects are still operating, long past their initial grant funding. Since its development six years ago, she has served as the founder and director of TIES for Adoption. For the past 13 years she has also been the Co-director of the UCLA interdisciplinary Graduate Training Program in Child Abuse and Neglect conducted through the Law School.

Ms. Edelstein has worked with, and published and lectured extensively on, issues related to families impacted by substance abuse, children with prenatal substance exposure, child abuse and foster care and adoption. She is the author of a book entitled, Children with Prenatal Alcohol and/or other Drug Exposure: Weighing the Risks of Adoption, published by the Child

Welfare League of America. In April of 2000, Ms. Edelstein was presented with the Daniel E. Koshland Award for California's Outstanding Practitioner in Social Services by the National Association of Social Workers, California Chapter, and in June 2000 she was given the Excellence in Service Award by the UCLA Staff Assembly.

Pediatrician: Claudia Wang, M.D. Dr. Wang will review the records of each child referred for a case consultation. She will consult with the project's team members and Adoptions Division staff on the child's health and medical needs. She will collaborate with project staff to co-facilitate and revise, as needed, the second session of preparation and education for foster parents and prospective adoptive parents as well as the workshops on medical issues. She will be involved in dissemination activities.

Claudia Wang, M.D. is the project's health coordinator and a pediatrician with subspecialty training in child abuse. She is director of the UCLA Suspected Child Abuse and Neglect Team and the UCLA Child Abuse Policy Committee. She reviews all cases of children born with prenatal AOD exposure at UCLA. She is an Associate Professor of Pediatrics and has extensive experience developing and providing training for foster parents, adoptive parents, and interdisciplinary professionals on the medical needs of children with prenatal AOD exposure as well as on issues dealing with child abuse and neglect.

Educational Coordinator: Marci Schoenbaum. Mrs. Schoenbaum will review records of each child presented for a case consultation and will meet with team members and Adoptions Division Workers regarding the educational needs of the child. She will guide professionals on issues related to the children's Individualized Education Plan conferences and will help them learn to coordinate representation at these or other school meetings. She will help to develop, as well as present at, workshops designed for children social workers and caregivers about selecting educational programs, visiting children in their educational settings to assess their appropriateness, and offering guidance on working with the children and the school system

Marci Schoenbaum, M.A., educational consultant for TIES, has over 22 years experience teaching in Los Angeles Unified School District in special education, four years of which was exclusively with children with prenatal substance exposure. She has a master's degree in early childhood special education, as well as a State of California multiple subjects teaching credential and a specialists credential in Severely Handicapped.

Psychologists and Social Worker: (Dorli Burge, Ph.D.; Jill Waterman, Ph.D.; Robbin Rasbury, Psy.D.; Sandi Fischer, Ph.D.; Kristin Lee, Psy.D.; Jill Walker, Ph.D.; Evelyn Wright, MSW; and a bicultural, bilingual psychologist to be hired)

Dorli Burge, Ph.D. is a licensed clinical psychologist on the TIES for Adoption Project and was instrumental in helping develop the treatment model. She is an Associate Clinical Professor at

the UCLA Psychology Department and chief psychologist with this project. She comes to adoption work with a long interest and experience in parent-child interaction, attachment and developmental psychopathology. She has published numerous articles on these topics. In her private practice she treats adults as well as children and their families.

Jill Waterman, Ph.D. is Adjunct Professor of Psychology at UCLA and Coordinator of the UCLA Psychology Clinic. She is the Mental Health Coordinator of TIES for Adoption and was critical in the development and implementation of the clinical component of the model. Having begun her professional career as an adoptions social worker, she has maintained a deep interest in adoption. Dr. Waterman has published three books and many articles on child sexual abuse and other areas of child trauma. She is also a practicing clinician, specializing in treatment of young children and their families.

Jill Walker, Ph.D. is a clinical psychologist on the TIES for Adoption project. She received her doctorate three years ago in Clinical Psychology from UCLA where her research and clinical work focused on parenting and families. Through her work with TIES, Dr. Walker's interests and research now extends to exploring the process of becoming a parent and creating a family through the adoption process.

Dr. Burge, Dr. Waterman and Dr. Walker will also help supervise and oversee the evaluation of the training component and supervise the administrative assistants in developing, administering, and scoring the evaluation of the trainings.

Robbin Rasbury, earned her Psy.D. in clinical psychology from the California School of Professional Psychology in 1999. Her doctoral project was "An evaluation of a transracial adoption workshop for White adults planning to adopt an African-American or Latino/a child.

Sandi Fischer, Ph.D. is a licensed clinical psychologist. She acts as a consultant for the Department of Mental Health, conducting assessments of children in special education who have mental health needs. In private practice, Dr. Fischer specializes in psychological and developmental evaluations of children from birth to 18 years.

Kristin Lee earned her Psy.D. from Pepperdine University in April 2001. Dr. Lee has been working with children at high risk for developmental and emotional difficulties since 1998.

Evelyn Wright earned her MSW from the University of Southern California in May 1998. Ms. Wright has been involved with the TIES for Adoption program since August 1998 in the areas of play therapy, parent counseling, facilitation of support groups and educational training presentations regarding child development, behavior modification, grief and loss, prenatal substance exposure, and adoption and transition issues.

Administrative assistants: Maya Elkins and Kathy Wells. These assistants will collaborate with CONTRACTOR's staff and the DCFS Program Manager to coordinate dates, times and locations for all the training sessions; assemble, format, edit and produce all written materials, including resource guides, presentation outlines, and other documents to support planning, implementation, evaluation and dissemination of the training component. They will triage calls from clients about the training sessions as well as from professionals from all over the country inquiring about the project. They will also coordinate the receipt and distribution of all records for the case consultations, and set up the dates, times, and locations for these multi agency case consultations.

They will attend all seven prospective adoptive parent training modules (three sessions per module) where they will distribute training materials and program evaluations. They will monitor and track attendance at the training sessions and at workshops. Under direction of the project director and the psychologists, the assistants will administer and score pre-and-post-test questionnaires, surveys, and other evaluation instruments. They will also tabulate the data, compile it for review for key staff, and assist in generating reports on the project's data and findings for the contractor, as well as for local, state and national dissemination through presentations and articles. They will help ensure that meaningful findings are used to revise curricula and disseminate outcomes.

Social Services Consultant: Rose Monteiro, MSW, LCSW. Ms. Monteiro will be a trainer at the first of three sessions for foster and prospective adoptive parents. This session focuses on building understanding for the substance abusing birth parent. She will also participate in training of COUNTY's DCFS Adoption Division staff on topics such as the nature of chemical dependency, trans-racial adoption and stress management. She will provide guidance to team members, staff and families on issues related to cultural sensitivity and competence.

Rose Monteiro, MSW, LCSW is an Adjunct assistant professor at the University of Southern California Graduate School of Social Welfare. Mrs. Monteiro sees clients in private practice.

Administrative Analyst: Fusako Phares, CPA. Fusako Phares will oversee financial aspects of the project, while working with the Principal Investigator Susan B. Edelstein. Ms. Phares manages training funds and prepares and monitors training budgets. She collects fiscal data for required financial reports. She maintains regular contact with the UCLA accounting department to reconcile expenses and balances.

Fusako Phares, CPA, graduated from Boston University with a B.S. in Business Administration. She has been employed as an accountant and analyst since 1996.